

## **Exhibit A**



Direct Dial 412-262-7638  
aspalvieri@fedex.com

***Via FedEx Express***

May 24, 2007

Jerold S. Solovy, Esq.  
Chairman of the Firm  
Jenner & Block LLP  
330 N. Wabash Avenue  
Chicago, IL 60611

**Re: Our File # 2007-00983**

Dear Mr. Solovy:

This will confirm receipt of your correspondence dated April 25, 2007 and serve as the response on behalf of FedEx Ground Package System, Inc. ("FedEx Ground"). I ask that any future correspondence be directed to my attention.

The FedEx Ground Tariff (the "Tariff"), which is available at [www.fedex.com](http://www.fedex.com), governs the relationship between FedEx Ground and its shippers. The terms of the Tariff and the facts alleged in your April 25<sup>th</sup> letter demonstrate that FedEx Ground is not liable for the package in question. Specifically, the Tariff provides that FedEx Ground assumes no liability for a package when our records do not reflect that the package was tendered to FedEx Ground by the shipper. Our records do not reflect that the package in question was ever tendered to FedEx Ground. This fact is confirmed by your April 25<sup>th</sup> letter, which admits that you used a FedEx Express airbill to ship the package in question – not a FedEx Ground shipping document. FedEx Ground and FedEx Express are separate companies, and FedEx Ground assumes no liability for Express shipments.

Even when packages are tendered to FedEx Ground, FedEx Ground's liability is limited to \$100 when the shipper does not declare a higher value. The Tariff provides: "FedEx Ground liability with regard to any package is limited to the sum of \$100 unless a higher value is declared at time of tender and a greater charge paid as provided in the FedEx Service Guide or FedEx Retail Counter Rates Book." Again, our records do not reflect that the package in question was ever tendered to FedEx Ground and, therefore, we are not aware of any evidence establishing that a higher value was declared for the package in question, or that a greater charge was paid to obtain a higher declared value. Consequently, even if we were to assume for the sake of argument that the package was tendered to FedEx Ground, our liability with respect to the package in question would be limited to \$100.

As a good faith gesture and without conceding liability in any way, FedEx Ground is willing to offer you \$100 in full satisfaction of your claim. A check containing this amount is enclosed. Again, one hundred dollars would be the limit of FedEx Ground's liability even if the package had been tendered to FedEx Ground and had been lost in transit.

We trust that this response adequately addresses your concerns regarding the package referenced in your April 25<sup>th</sup> letter. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony F. Spalvieri". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Anthony F. Spalvieri  
Staff Attorney

Enclosure

cc: Patrick Charles